

CCI Construction Co., Inc. and Sheet Metal Workers' International Association Local Union 19, AFL-CIO, Petitioner Cases 5-RC-14608 and 5-RC-14681

September 30, 1998

ORDER DENYING REVIEW

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel, which has considered the Employer's request for review of the Regional Director's Decision and Direction of Election (pertinent portions are attached as an appendix). The request for review is denied as it raises no substantial issues warranting review.¹

The Employer's motion to reopen the record and direct a further hearing on the issue of Petitioner's intent to waive representation of employees currently represented by Local 44 on the Mahanoy jobsite (or any other jobsite outside of the Petitioner's jurisdiction) is denied. Contrary to our dissenting colleague, we find that this evidence relates to the geographic jurisdiction of the Petitioner and is not relevant to this unit determination. See *Groendyke Transportation, Inc.*, 171 NLRB 997, 998 (1968); *Building Construction Employers Assn.*, 147 NLRB 222, 224 (1964). Moreover, the evidence relied on by the Employer merely shows that the Local 44 business agent *believed*, based on an alleged oral exchange with the Petitioner's business agent, that the employees currently represented by Local 44 would continue to be represented by Local 44 and not the Petitioner should the Petitioner win the election. However, the Local 44 business agent's account of this alleged oral exchange with the Petitioner's business agent does not establish that the unit scope is wrong. In any event, it is the employees at the Mahanoy site who will decide in the election whether they wish to be represented by the Petitioner, not the business agents of Local 44 and the Petitioner.

It is also well established that an exclusive representative "is empowered to designate and authorize agents, including other labor organizations, to act on its behalf." *Postal Service*, 310 NLRB 391 (1993). That another union might administer a contract on a day-to-day basis as the agent of the certified union does not contravene the purposes of the Act. To the extent, then, that the Petitioner may have an agreement with Local 44 that if Local 19 wins the election, Local 44 will administer any contract between Local 19 and the Employer at Mahanoy, there is no impediment to Petitioner being certified

certified as the representative of the employees of this employer.

The Employer's motion to strike portions of Petitioner's opposition is also denied.

MEMBER HURTGEN, dissenting.

I agree with the Regional Director as to the appropriateness of the unit, including the appropriateness of a statewide unit. More particularly, I agree that Petitioner's limited geographic jurisdiction does not preclude a Board finding that a statewide unit is appropriate. However, I note that the Employer wishes to reopen the record to show an alleged agreement between Petitioner (Local 19) and Local 44. Under that alleged agreement, if Local 19 wins the election in the statewide unit, Local 44 would nonetheless be the representative for a part of that unit.

I would permit the Employer to make that showing. I am not certain that the Board should conduct an election in which an employee vote in favor of Local 19 will result in de facto representation by Local 44.¹

My colleagues assert that the Local 44 business agent merely "believed" that Local 44 would continue to represent some unit employees. However, that belief was based upon statements allegedly made to him by Petitioner's business agent. Concededly these alleged statements do not establish that Petitioner's unit is inappropriate. However, such statements would clearly establish the intentions of Local 44 and Petitioner as to who would represent the employees.

APPENDIX

DECISION AND DIRECTION OF ELECTION

³ The Union is seeking to represent the following bargaining unit:

All full-time and part-time employees working as Sheet Metal Fabricators and Installers employed by the Employer, excluding all others including those who work in other trades, officers, clerical employees, guards and supervisors as defined in the Act.

The Union contends that the petitioned-for employees are an appropriate unit of craft employees. The Union, however, testified that it would be willing to go to an election of a unit composed of sheet metal workers only at CCI's Pennsylvania jobsites. The Employer argues, however, that in both cases the unit is inappropriate because the Union has failed to establish that the petitioned-for employees are craft employees. CCI contends that it currently and in the future intends to assign workers to do a myriad of craft tasks such as labor, sheet metal, carpentry, and pipefitting work. Secondly, the Employer argues that the unit is inappropriate because the petitioned-for employees do not possess a distinct community of interest justifying a unit separate from other jobsite employees. Third, the Employer argues that its construction projects and its fabrication shop are wholly independent operations, and that project employees lack

¹ Review was requested of the Regional Director's findings that: (1) the petitioned-for craft unit of sheet metal workers is an appropriate unit; and (2) the unit found appropriate consists of all of the Employer's jobsites in the State of Pennsylvania.

¹ The situation might be different if Local 19, as the representative, designated Local 44 as its agent for part of the statewide unit.

contact and community of interest with fabrication shop employees. Lastly, the employer contends that the Union inappropriately seeks to represent employees that are outside of the Union's geographical jurisdiction.

Procedural History

On January 13, 1998, the Union filed a petition in Case 5-RC-14608 seeking to represent all sheet metal workers employed by CCI. A hearing was held on January 29, 1998, at which time the Union amended the petition to seek sheet metal workers employed by CCI only at the Pennsylvania jobsites. The record from the hearing revealed that should the petitioned-for unit be found appropriate, however, bargaining would be limited to CCI jobsites where Sheet Metal Workers' International Association, Local Union No. 44 (Local 44) does not represent sheet metal workers. Specifically, the record demonstrated that the Union assured Local 44, which provides sheet metal workers to CCI's Mahanoy site under an 8(f) agreement, that the Local 44 contract would remain in effect at the Mahanoy jobsite and that Local 44 would continue to represent workers at the site even in the event that Local 19 won the election. In addition, the business manager for Local 44 testified that Local 19's business manager assured him that Local 44 members would not be required to become members of Local 19. These actions were in direct conflict with the petitioned-for unit. The Acting Regional Director dismissed the petition in his Decision and Order of February 23, 1998.

While Case 5-RC-14608 was pending review by the Board, the Union filed a petition in Case 5-RC-14681 on June 18, 1998, seeking to represent all sheet metal fabricators and installers employed by CCI. The new petition sought the same operations that were arguably under consideration in the Decision and Order in Case 5-RC-14608 that issued on February 23, 1998. Case 5-RC-14681 also arguably entailed circumstances that did not exist at the time of the January 1998 hearing. The Regional Director issued an Order Withdrawing Decision and Order, Reopening Record, Consolidating Cases and Notice of Further Hearing in Case 5-RC-14608, thereby consolidating Case 5-RC-14608 with the newly filed petition in Case 5-RC-14681. A hearing was held on the consolidated cases on July 6, 1998.

Stipulated Classifications Supervisors

The parties stipulated that Robert Kuhnert Jr., shop foreman; Edward Gaskin, superintendent; Shane Miller, executive vice-president; Dwight McConnel, general supervisor of the Mahanoy site; Terry Jones, general superintendent of the Houtzdale site; Dave Chonoski, general superintendent of the Outlook Point site; Rein Kima, general superintendent at Fort Dietrich; Mike Otto, assistant superintendent; and Mark Long, assistant superintendent possess the authority to hire, fire, transfer, recall, promote, assign work, and discipline employees. The parties stipulated that these individuals are Section 2(11) supervisors excluded from the unit. In acknowledgment of the parties' agreement, and without contrary record evidence, I find that these individuals are supervisors within the meaning of the Act, excluded from the unit and ineligible to vote in the election.

The Employer's Operation

CCI Construction Co., Inc. is a general contractor that pursues commercial institutional building projects in the Mid-Atlantic region. John Ortenzio is the president of CCI Con-

struction Co., Inc. and Shane Miller is the executive vice-president. The Employer currently provides services on 12 project sites: the Mahanoy State Correctional Institute in Frackville, Pennsylvania; the Houtzdale State Correctional Institute in Houtzdale, Pennsylvania; the Outlook Point project in Mechanicsburg, Pennsylvania; the Outlook Point project in Columbus Ohio; the Fort Dietrich Housing Complex in Fredrick, Maryland; the Fort Dietrich Company Headquarters facility in Fredrick, Maryland; the Lord Fairfax Community College in Warrenton, Virginia; the Albermarle Jail in Charlottesville, Virginia; the Scott Air Force Base project located outside of St. Louis, Missouri; the Perry Point Project in Maryland; the Assisted Living Center project in Chesterfield, Virginia; and the Johnstown Airport Air Traffic Control Tower project in Pennsylvania. CCI employs construction workers to perform excavation, sheet metal, carpentry, plumbing, labor, and pipefitting work at its project sites.

CCI also has one fabrication shop located at its headquarters in Mechanicsburg, Pennsylvania, and employs approximately five employees at the shop. The shop employees fabricate HVAC duct work and fittings for projects that the Employer has in the field.

The executive vice-president of the Company, Shane Miller, testified that CCI mans its construction sites by directly advertising for carpenters, pipefitters, plumbers, sheet metal workers, and laborers in areas within close proximity to CCI sites. CCI also staffs its projects by subcontracting out work along craft lines to outside agencies and by hiring union employees along craft lines pursuant to union trade agreements. Miller testified that on projects in which CCI does not subcontract work to outside agencies or is not signatory to union trade agreements, it employs key persons for sheet metal work, plumbing work, pipefitting work, and carpentry work, and then will hire a supplemental work force for each crew from a general pool of labor.

On public projects, CCI is obligated to pay wages and benefits as dictated under the contract specifications and current prevailing wage rates. On projects in which CCI is signatory to union trade agreements, wages and benefits are dictated by the union contract. On jobs in which wages and benefits are not dictated by any contract, Shane Miller determines wage rates appropriate for the area supply and demand and/or sets wage rates according to experience of employees hired through advertisements. CCI also provides company benefits to the same employees.

All hourly shop and site employees receive health care insurance, pension benefits, seven paid holidays a year, and 1 week of paid vacation after 1 year of employment. CCI hourly employees are also eligible to enroll in the 401(k) program upon employment. On a prevailing rate job, hourly employees receive CCI's health insurance program after 90 days of working. Prior to that the employees simply receive a dollar amount for that benefit paid directly to them as specified in the prevailing rate.

A handbook of CCI regulations, benefits, and disciplinary rules is distributed to all fabrication shop and site employees. The handbook rules apply to all shop and site employees provided that the terms do not contradict any existing union trade agreements. Shane Miller, executive vice-president, promulgates and revises the handbook. All paychecks for CCI employees originate from the Mechanicsburg main office. CCI's

labor relations are also centralized out of the Mechanicsburg main office.

Shane Miller testified that site employees are ordinarily terminated at the completion of each project. Miller also testified that CCI does not have a nucleus of construction employees whom it consistently transfers from job-to-job. Occasional employee transfers, however, have occurred. The president of CCI, John Ortenzio, testified that CCI shifts employees from jobsite to jobsite to perform work if the sites "are close enough for people to go" and depending upon need. For example, employees who performed sheet metal work on the Houtzdale site in Houtzdale, Pennsylvania, were transferred to work on the Outlook Point job in Mechanicsburg, Pennsylvania, to perform sheet metal work, as well as plumbing and concrete work. Another employee, John Albert, provided sheet metal services on the Fort Dietrich Company Headquarters as well as services on another CCI site. Albert also interacted, although briefly, with the fabrication shop when "the plasma cutter machine was first set up."

CCI supervisors and managers oversee and manage all projects regardless of the geographic location. For example, Ed Gaskin, general sheet metal superintendent, oversees and directs sheet metal work on all sites that require that specific craft work. Gaskin also makes all hiring decisions for sheet metal workers at CCI sites. Similarly, Jeff Lighter, general piping superintendent, oversees and directs all piping work on all sites that require that particular craft work. Ken Faulkner, mechanical project manager, coordinates scheduling, equipment deliveries, and change of scope for all CCI sites.

CCI Job Sites

Mahanoy Site, Pennsylvania

The Mahanoy site entails construction of a state correctional institution in Frackville, Pennsylvania. CCI signed an 8(f) project agreement with Local Union 44, Sheet Metal Workers' International Association, AFL-CIO on October 6, 1997. Approximately nine sheet metal workers worked on site and reported to a lead mechanic and the on-site general superintendent, Dwight McConnel or Ed Gaskin.

Although sheet metal work is largely completed at the site, work on the project continues to date. The president of CCI testified that CCI is, in fact, obligated to perform "punch list" as well as duct and sheet metal installation work for a period of 1 year pursuant to the warranty agreement. Since the CCI/Local 44 8(f) agreement still remains in effect, Local 44 employees may be called to perform sheet metal work for the next 12 months, even though there were no Local 44 employees working at this site at the time of the hearing.

Houtzdale Site, Pennsylvania

The Houtzdale site entails construction of a correctional facility and is a prevailing rate job. CCI signed trade agreements with the operating engineers, laborers, plumbers, pipefitters, and carpenters for the site. CCI is not signatory to a sheet metal trade agreement at the site. The sheet metal workers employed at Houtzdale, nevertheless, perform along their craft line, since CCI's existing trade agreements along other crafts prevent the Employer from cross-crafting work. Sheet metal workers, therefore, hang metal, set equipment, hoist material, and make connections to material, and work specifically under a leadman who directs the sheet metal work flow.

The president of CCI testified that although construction is largely complete at Houtzdale, the sheet metal workers may also perform punch list and warranty work at the site for the next few months.

Outlook Point Site, Pennsylvania

Roof work and electrical work at the site was subcontracted to outside agencies. John Ortenzio testified that the 20-30 employees employed by CCI at Outlook Point perform a myriad of tasks such as sheet metal work, labor, plumbing, carpentry work, and concrete work. Ortenzio, however, testified that he did not personally observe laborers unloading sheet metal, or hangers and connecting ductwork. He testified he never personally observed plumbers do sheet metal work. Further, Ortenzio testified that he was unable to provide any information about the amount of time employees performed one particular craft compared to another. In fact, he testified that Superintendent Stan Seachrist was in a better position to know the day-to-day activities, the number of employees on site, and specific duties assigned to employees. Seachrist, however, was not produced as a witness at the hearing.

Shane Miller, the executive vice-president, was able to provide a better perspective about the specific tasks performed on site. Miller testified that employees who work on sheet metal also "have worked on installing gas piping, set[ting] mechanical HVAC equipment, water lines; they have formed concrete framing work." He also stated that employees who worked on plumbing "may be working with a crew installing waste and vent piping, domestic water piping one day and may, if the schedule mandates . . . [help] to install sheet metal in another area on the following day."

CCI transferred four employees who installed sheet metal for the HVAC system at Houtzdale to the Outlook Point site. At Outlook Point, the four employees currently perform sheet metal installation, plumbing, and concrete work.

Fort Dietrich Housing Complex, Maryland

The Fort Dietrich site entails construction of housing facilities on a military base. The president of CCI, John Ortenzio, testified that the construction work is near completion and that only 12-month warranty work remains. Ortenzio testified that project tasks were organized along craft lines pursuant to trade agreements signed with the carpenters, operating engineers, plumbers, and pipefitters. CCI subcontracted out the HVAC sheet metal work at the site.

Fort Dietrich Company Headquarters, Maryland

The Company headquarters site is also located at Fort Dietrich. John Ortenzio testified that work at this site is complete but CCI has not received acceptance from the Corps of Engineers. Warranty and punch list work remains. At the headquarters site, a CCI employee, John Albert, served as a sheet metal and pipefitting leadman. He specifically installed sleeves for both piping and duct penetrations in the walls that were constructed and erected sheet metal. CCI also hired carpenters on this site and had them assist John Albert in some basic sheet metal functions such as setting hangers and helping erect duct work.

Other Project Sites

The evidence in the record demonstrates that sheet metal work has not started on CCI's remaining sites such as the Lord Fairfax project in Warrenton Virginia; the Charlottesville, Albermanle jail project; Scott Air Force Base outside of St. Louis

Missouri; Perry Point, Maryland; Assisted Living Center, in Chesterfield, Virginia; the Johnstown Airport in Pennsylvania, and the Outlook Point site in Columbus, Ohio.

Ortenzio and Miller were unable to provide any substantive evidence regarding the information about project organization, work schedules, and any other current terms and conditions of employment for workers at these sites.

In fact, President Ortenzio testified that the Charlottesville Albermarle Jail project is purely in the excavation stages and, although will require sheet metal work in the future, is not staffed with any sheet metal workers. Additionally, he testified that the Johnstown Airport Air Traffic Control Tower is merely under "administrative start" and is not staffed with any construction workers. Further, he testified that the Assisted Living Center project is in such an early construction stage that "no one from the Company [knew] information about this site."

Ortenzio testified that he had "forgotten the name" of the on-site supervisor from the Outlook Point project in Columbus, Ohio, who had knowledge regarding staging levels and project needs. Ortenzio stated that Stan Seachrist, project manager for the Columbus, Ohio site could also provide pertinent site information. Seachrist was not produced as a witness at the hearing.

Ortenzio testified that he was not in a position to provide information about the Lord Fairfax project, but his superintendent John Brody would have such information. Brody, however, was not produced as a witness at the hearing. Ortenzio testified that project engineer, Kevin Manmiller, knew the number of employees employed at the Perry Point, Maryland site. Manmiller also was not produced as a witness at the hearing.

The Fabrication Shop

CCI's fabrication shop has been in full operation since January 1998. There are five nonsupervisory employees employed in the shop. Two employees are mechanics who fabricate duct work and fittings, lay out, cut, bend, make joining connections to sheet metal, and assemble sheet metal into sections. One employee runs the cutting machine. These three employees utilize equipment such as a small brake, a slitter, a cutting machine, and a lock former at the shop. The remaining two employees are general laborers who make deliveries of fabricated sheet metal to CCI project sites, insulate sheet metal, perform general clean up of the shop, and assist in loading materials.

Shane Miller, executive vice-president, testified that with the exception of occasional delivery of sheet metal product to the field sites by the fabrication shop's two laborers, the shop employees do not interact with field employees. The shop laborers are not permitted to perform any sheet metal installation work in the field like at the Mahanoy and Houtzdale sites. Miller testified that a shop laborer was sent to Outlook Point to assist the plumbing crew when they were short handed and needed assistance. Miller testified that shifting of employees from the shop to the field, however, would not occur on a regular basis.

The shop employees are full-time permanent employees and are interviewed, hired, and supervised exclusively by the shop foreman, Bob Khunert. Shane Miller testified that shop employees earn between \$7-\$14 per hour, less than its sheet metal workers on prevailing jobsites.

Conclusions

A. Craft Unit

Section 9(b) of the Act states that "the Board shall decide each case whether, to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purpose of collective bargaining shall be the employer unit, craft unit, or subdivision thereof."

The statute does not require that a unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit. Rather, the Act requires only that the unit be "appropriate," that is, appropriate to insure to employees in each case "the fullest freedom in exercising the rights guaranteed by this Act." *Morand Bros. Beverage Co.*, 91 NLRB 409 (1950), enf'd. 190 F.2d 576 (7th Cir. 1951); *Parson Investment Co.*, 152 NLRB 192 fn. 1 (1965); *Federal Electric Corp.*, 157 NLRB 1130 (1966); *Capital Bakers*, 168 NLRB 904, 905 (1968); *National Cash Register Co.*, 166 NLRB 173 (1967); and *Dexcon, Inc.*, 295 NLRB 109 (1989). A union is not required to seek representation in the most comprehensive grouping for employees unless "an appropriate unit compatible with that requested does not exist." *P. Ballantine & Sons, Inc.*, 141 NLRB 1103 (1963); *Bamberger's Paramus*, 151 NLRB 748, 751 (1965); *Purity Food Stores*, 160 NLRB 651 (1966). There is typically more than one way to group employees for purposes of collective bargaining. *General Instrument Corp. v. NLRB*, 319 F.2d 420, 422-423 (4th Cir. 1963), cert. denied 375 U.S. 966 (1964); *Mountain Telephone Co. v. NLRB*, 310 F.2d 478, 480 (10th Cir. 1962). In determining whether a petitioned-for unit is appropriate, the unit sought by the petitioning union is always a relevant consideration. *E. H. Koester Bakery & Co.*, 136 NLRB 1006 (1962). Similarly, whether another labor union seeks to represent the disputed employees in a broader or different bargaining unit is also relevant.

The Board's approach to bargaining unit issues generally, and in the construction industry specifically, is summarized in *Dexcon, Inc.*, 295 NLRB 111:

In determining an appropriate bargaining unit in the construction industry, as in all other settings, the Board seeks to fulfill the objectives of ensuring employee self-determination, promoting freedom of choice in collective bargaining, and advancing industrial peace and stability. Under the Act, our task is to determine not the most appropriate or comprehensive unit, but simply an appropriate unit. [*P. J. Dick Contracting*, 290 NLRB 150 (1988)]. In doing so, we look first to the unit sought by the petitioner. If it is appropriate, our inquiry ends. If however, it is appropriate, the Board will scrutinize the employer's proposals.

The Employer argued at the hearing and in brief that CCI utilizes employees in a multifunctional manner so significantly that craft lines are blurred, thereby rendering an exclusive sheet metal unit inappropriate. The Employer, however, has failed to demonstrate any consistent pattern of actual cross crafting and cross training at its sites. In fact, the record demonstrates that CCI has consistently organized many of its jobsites like the Houtzdale, Mahanoy, and Fort Dietrich site along craft lines.

CCI has recognized sheet metal work as a separate and distinct trade pursuant to trade agreements signed specifically with sheet metal workers on the Mahanoy site. Even as a signatory to trade agreements with other crafts like pipefitters, carpenters,

laborers, on the Houtzdale and Fort Dietrich Housing Complex sites, CCI was prevented from assigning multiple tasks to its workers. CCI has also recognized sheet metal work as a distinct craft on the Fort Dietrich Housing Complex by specifically subcontracting sheet metal work to an outside agency.

The Outlook Point job in Mechanicsburg, Pennsylvania, appears to be the only site in which CCI currently engages in some degree of assigning multiple tasks to its employees. The Employer's evidence about this site, however, was scant and inconclusive. The Employer failed to produce the actual superintendent, Stan Seachrist, who, according to the president of CCI, had actual knowledge about number of employees on site and their respective day-to-day activities. The fact that all roof work and electrical work is subcontracted to outside agencies at Outlook Point, thereby obligating CCI to schedule at the very least roof and electrical tasks along craft lines for the subcontractor, supports the Union's position that CCI continues to recognize distinct trades.

The other seven project sites remain only in early excavation and/or concrete stages. On these projects CCI testifies that it "intends to operate these current projects on a multi-functional cross-craft basis." The mere intention to organize its jobsite workforce on a cross-craft, multi-task basis is, however, insufficient to demonstrate that craft lines are indeed presently blurred at the current sites enough to render a sheet metal craft unit inappropriate.

Finally, despite his testimony that CCI intends to cross-craft the new projects, Miller testified that CCI continues to advertise along craft lines for sheet metal workers, plumbers, carpenters, pipefitters, laborers, etc. CCI looks "for key lead people to install sheet metal, to do pipe fitting, to install plumbing and to lead a carpentry crew." After this initial hiring, the crew is filled in "as best as the local labor pool will allow."

In *Burns & Roe Service Corp.*, 313 NLRB 1307, 1308 (1994), the Board defined a craft unit as a "distinct and homogenous" unit of journeymen, apprentices, and helpers who are primarily engaged in tasks not performed by others that require substantial craft skills and the use of specialized tools and equipment. It is clear that all sheet metal workers at CCI sites which are currently operational engaged and continue to engage in tasks not performed by other crafts. Sheet metal workers utilize specific tools for hanging and fabricating duct such as the aviators or snips, hand tongs, hand-crimping tools, brakes, rolls, and shears. Other crafts like plumbers, laborers, carpenters, and pipefitters on CCI sites do not utilize these specialized tools.

In *Schaus Roofing*, 323 NLRB 781 (1997), the Board held that a sheet metal craft unit was an appropriate unit even though the sheet metal employees and other employees work on teams under common supervision and have comparable wage rates and working conditions. The Board stated that "these factors do not outweigh the adherence to a system of formal apprenticeships in distinct trades, the absence of cross-training, and the inability of employees in one trade to do the skilled work of the other trades, with the consequent assignment of skilled work along craft lines. Though some employees performed unskilled work in other trades, the overlapping of duties in the lesser-skilled work in other trades does not preclude a craft unit." 323 at 781, slip op. at 1 (emphasis added).

The instant case is similar to *Schaus Roofing* in that while some factors may favor a wall-to-wall unit, e.g., some contact and overlap of job functions, shared common personnel policies

and benefits, a sheet metal craft unit is an appropriate unit. The determinative evidence is, that on projects such as the Houtzdale, Mahanoy and Fort Dietrich Projects, CCI assigned and continues to assign sheet metal work to only sheet metal employees. Although the Employer provided some evidence that it assigns multiple tasks to employees on the Outlook Point site in Mechanicsburg, I find the evidence insufficient to establish that the Employer has so blurred the separate identity of sheet metal work so as to preclude a separate sheet metal unit.

B. Scope of the Unit

The Union seeks an employer-wide unit of sheet metal workers, but would also agree to a unit limited to sheet metal workers employed at the Employer's Pennsylvania jobsites. The Employer contends that the Union inappropriately seeks to represent employees at CCI project sites that are beyond the Union's geographical jurisdiction and, in fact, fall within the geographical jurisdiction of other sheet metal local unions. The Employer argues that CCI project sites in parts of Pennsylvania are even outside of the Union's geographical jurisdiction and that such sites should not be included in the unit. The geographical representational limitations of Local 19 or any other local, however, are not relevant to the determination of an appropriate unit. *Groendyke Transport, Inc.*, 171 NLRB 997, 998 (1968); *Building Construction Employers Assn.*, 147 NLRB 222, 224 (1964). Such matters, including the "two man rule" as detailed in local agreements, are issues expressly reserved for discussions between unions and employers.

In determining whether a petitioned-for multisite unit is appropriate, the Board considers relevant the following criteria: bargaining history; functional integration of operations; the similarity of skills, duties, and working conditions of employees; central control of labor relations and supervision; and interchange and/or transfers of employees among construction sites. *Oklahoma Installation Co.*, 305 NLRB 812 (1991), citing *Dezcon, Inc.*, 295 NLRB 109 (1989), and *P. J. Dick Contracting*, 290 NLRB 150 (1988).

The Employer has made no showing that the required skills, duties, and working conditions vary from jobsite to jobsite for sheet metal workers. Rather, the record demonstrates that sheet metal workers at the Houtzdale, Mahanoy, and Outlook Point sites performed and continue to perform the same tasks. In addition, the Employer testified that it advertises for the same skills and along craft lines at its project sites.

Uncontradicted Employer evidence reveals that all hourly sheet metal employees, regardless of location of the site, receive the same health, vacation, and other fringe benefits unless such benefits interfere or are trumped by union trade agreements. Sheet metal employees receive the same employee benefits and wages as dictated by contract specification and prevailing wage rate jobs like the Mahanoy and Houtzdale sites. Sheet metal workers under an 8(f) agreement also receive wages and benefits as dictated by union contract.

Uncontradicted Employer evidence also demonstrates that labor relations policies and procedures are centralized at CCI headquarters in Mechanicsburg, Pennsylvania. Pennsylvania site sheet metal employees are supervised by the same set of managerial employees. Ed Gaskin, for example, does not have specific jobsite responsibility, but rather is the general sheet metal installations superintendent for sheet metal workers at all CCI sites. Gaskin is responsible for hiring CCI's sheet metal workers deciding the composition of the sheet metal crews and assigning work to sheet metal employees.

The transfer of four sheet metal employees from one jobsite to another occurred only in Pennsylvania. The four employees transferred from the Houtzdale site in Pennsylvania continue to perform sheet metal installation, as well as other tasks, at Outlook Point in Mechanicsburg, Pennsylvania. The Employer also testified that it did not intend to transfer employees at the Albermarle Jail Project, the Lord Fairfax project, the Outlook Point project in Columbus, Ohio, the Scott Air Force Base project, and the Perry Point project to other CCI sites because they are all too “geographically spread out.” The evidence demon-

strates that CCI only “shifts employees from one job site to another if they are close enough for people to go” and that otherwise the Employer hires locally. The only transfer of sheet metal workers from one site to another was in Pennsylvania from the Houtzdale site to the Outlook Point site and there was another transfer of another employee to a site in Pennsylvania.

Accordingly, under the circumstances of this case, including the state of the record, I am constrained to conclude that a unit limited to sheet metal workers at CCI’s Pennsylvania jobsites would be an appropriate unit.